



1 This Stipulation Regarding Protection of Confidential Documents and  
 2 Information (the “Stipulation”) and [Proposed] Order Thereon (the “Order”) is made  
 3 with respect to the following:

4 WHEREAS, the parties to this action expect discovery to involve the disclosure  
 5 of confidential and proprietary business or financial documents and information;

6 WHEREAS, it is in the best interests of the parties that confidential documents  
 7 and information be used solely for purposes of litigation and not for other purposes;  
 8 and

9 WHEREAS, in light of the foregoing, the parties desire to establish procedures  
 10 that will be fair and expedite appropriate discovery of confidential material;

11 Accordingly, it is hereby stipulated and agreed by and between plaintiffs Steven  
 12 Friedman and FSZ Media, LLC (collectively, “Plaintiffs”), on the one hand, and  
 13 defendants DIRECTV and DIRECTV HOLDINGS, LLC (collectively, “Defendants”),  
 14 on the other hand, through their respective counsel of record, as follows:

15 1. “Confidential Material” Defined. The term “Confidential Material” as  
 16 used in this Order shall mean all “documents,” as that term is defined in Fed. R. Civ.  
 17 P. 34, information and/or things reasonably deemed by any party to this action, or any  
 18 third party, to contain confidential or sensitive financial, business, commercial,  
 19 proprietary, trade secret<sup>1</sup> or personal information and designated as Confidential  
 20 Material as follows:

21 A. In the case of documents and things (e.g., CD ROMS or other  
 22 digital media), and the information contained therein, designation shall be made by the  
 23 designating party affixing the following legend placed on any such document or thing:

24  
 25  
 26 <sup>1</sup> “Trade secrets” shall mean “information, including a formula, pattern,  
 27 compilation, program, device, method, technique, or process, that: (1) derives  
 28 independent economic value, actual or potential, from not being generally known to  
 the public or to other persons who can obtain economic value from its disclosure; or  
 (2) is the subject of efforts that are reasonable under the circumstances to maintain its  
 secrecy.” Cal. Civ. Code § 3426.1(d).

1 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
2 “CONFIDENTIAL.”

3 B. In the case of depositions and the information contained in  
4 depositions (including exhibits), Confidential Material shall be designated by counsel  
5 for the designating party making a statement to such effect on the record in the course  
6 of the deposition, or by so advising all parties which pages contain Confidential  
7 Material within twenty (20) business days after receipt of the transcript. The  
8 designating party alone shall have the discretion whether to designate as Confidential  
9 Material the entire transcript or the portion of the transcript (including exhibits) which  
10 contains Confidential Material. If such designation is made, the original and each  
11 copy of the transcript shall bear substantially the following legend on the cover  
12 thereof or, alternatively, the portion or portions of the deposition containing  
13 Confidential Material shall be separately transcribed and the transcripts of such  
14 portion or portions shall bear substantially the following legend on the cover thereof:  
15 “CONTAINS CONFIDENTIAL MATERIAL SUBJECT TO PROTECTIVE  
16 ORDER. Not to be used or disclosed except as expressly authorized by Order of the  
17 Court.”

18 This Protective Order does not preclude presenting the original of the transcript  
19 in its entirety to the deponent for review, correction and signing, nor does it preclude  
20 delivery by the reporter of copies of deposition transcripts containing and/or annexing  
21 Confidential Material, in their entirety and marked with the legend or legends  
22 provided above, to litigation counsel for parties to this Protective Order, which  
23 transcripts shall then be maintained by such litigation counsel in accordance with the  
24 provisions of this Protective Order.

25 C. Except as provided in paragraph 1.B., above, the designating party  
26 shall make a good faith effort to denominate as “Confidential Material” only such  
27 documents, information and/or things which the designating party reasonably believes  
28 constitute confidential financial, business, commercial, proprietary, trade secret or

1 personal information, and which the designating party believes, if publicly disclosed,  
2 would cause present or future injury to, or otherwise constitute an unwarranted  
3 invasion of, the privacy or commercial or business interests of the designating party.

4 2. Authorized Persons. Confidential Material shall be used solely for the  
5 purpose of conducting this litigation and not for any business or other purpose  
6 whatsoever. For the purpose of conducting this litigation, Confidential Material may  
7 be disclosed, copied and used by the parties to which it is produced to and by the  
8 following persons only, and may not be disclosed to anyone not expressly authorized  
9 in this Order:

10 A. The attorneys in the law firms currently representing each of the  
11 parties in the above-entitled action, KULIK, GOTTESMAN & SEIGEL, LLP  
12 (attorneys for Plaintiffs) and KATTEN MUCHIN ROSENMAN LLP (attorneys for  
13 Defendants), or associated or successor counsel of record for any party in this action,  
14 or any in-house counsel for any party in this action, and their respective partners,  
15 associates, employees, secretaries, paralegal assistants and other employees who are  
16 actively participating in the prosecution or defense of this matter;

17 B. Any other attorneys, accountants and/or experts or consultants  
18 employed or consulted by counsel described in 2.A. above for the purpose of this  
19 litigation;

20 C. Any party to this action, and any officers, directors, employees or  
21 shareholders of any party to this action;

22 D. Any Court having jurisdiction over the parties, and any court  
23 personnel;

24 E. Deponents;

25 F. Stenographic and court reporters engaged for depositions;

26 G. Potential witnesses at trial; and

27 H. Such other persons as the parties may designate by written  
28 stipulation or by order of the Court.

1 All Confidential Material disclosed hereunder shall at all times be retained in  
2 the custody of counsel described in 2.A. above. In the event that the receiving party  
3 deems it necessary to disclose Confidential Material to a third party witness in any  
4 circumstance except at deposition or at trial, counsel for the receiving party shall  
5 require, before such disclosure, that every such person to whom disclosure will be  
6 made read this Order and execute a declaration in the form of Attachment A, stating  
7 that the person has read and understands this Order and agrees to be bound by its  
8 terms. The undersigned counsel shall maintain a file containing the declaration  
9 executed by each such person to whom disclosure of Confidential Material is made.  
10 Confidential Material may be disclosed to a third party witness who is being deposed  
11 even if such third party witness refuses to sign a copy of Attachment A, so long as  
12 such third party witness is instructed on the record about the terms and effect of this  
13 Order.

14 3. Designation of Information as “CONFIDENTIAL – ATTORNEYS’  
15 EYES ONLY.” The parties may further designate certain Confidential Material  
16 reasonably believed in good faith to be highly confidential and/or proprietary in nature  
17 such that the disclosure of such Confidential Material to the other party or parties  
18 would provide them with an unfair competitive advantage if used for any purpose  
19 other than this litigation as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”  
20 Such designation shall be made in the same manner as the designation of any other  
21 Confidential Material as “CONFIDENTIAL” hereunder, and except as otherwise  
22 provided, each paragraph and sub-section herein, shall also apply to Attorneys’ Eyes  
23 Only Material(s). Attorneys’ Eyes Only Material(s) and the information contained  
24 therein, shall be disclosed only to the persons identified in paragraphs 2.A., 2.B. and  
25 2.D.-H. In addition to complying with all other paragraphs herein, any witness to  
26 whom Attorneys’ Eyes Only Material(s) is shown shall not be permitted to copy or  
27 take notes from or about such materials.  
28

1 Attorneys' Eyes Only Material(s) and the information contained therein shall  
2 not be disclosed to a party, or to an officer, director, or employee of a party, unless  
3 otherwise agreed or ordered. If disclosure of Attorneys' Eyes Only Material(s) is  
4 made pursuant to this paragraph, all other provisions in this Stipulation and Order  
5 shall also apply.

6 4. Objections to Designation. In the event that any party objects to the  
7 designation of documents or other items as Confidential Materials, the objecting party  
8 shall advise the designating party of the objection(s) in writing. The objecting party  
9 and the designating party must meet and confer about the propriety of any disputed  
10 designation before the objecting party moves the Court to challenge the designation.  
11 Should an objecting party so move, the designating party will bear the burden of  
12 establishing good cause for the disputed designation. Such disputed documents or  
13 discovery materials shall be deemed Confidential Material unless and until the Court  
14 rules otherwise. Nothing in this Order, however, prevents a party who designated a  
15 documents as Confidential Material from agreeing to remove or modify the  
16 designation.

17 5. Use in Court Proceedings. Unless otherwise ordered by the Court, or  
18 agreed by the parties, where any Confidential Material, Attorneys' Eyes Only  
19 Material, and/or information derived therefrom in any papers filed with the Court for  
20 proceedings other than trial, such papers shall be (i) marked "CONFIDENTIAL" or  
21 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or be marked with words of  
22 similar meaning; (ii) placed in a sealed envelope marked with the caption of the case,  
23 a general description of the contents of the envelope, and a statement substantially in  
24 the following form: "Filed under seal. This envelope contains documents subject to a  
25 Protective Order entered in this action. It is not to be opened nor are the contents  
26 hereof to be displayed, revealed, or made public except by the Court and its staff, or  
27 upon order of the Court."; and (iii) presented to the Court in accordance with United  
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1 States District Court for the Central District of California Local Rule 79-5, which  
2 provides as follows:

3 **L.R. 79-5.1 Filing Under Seal or In Camera - Procedures.** Except  
4 when authorized by statute or federal rule or the Judicial Conference  
5 of the United States, no case or document shall be filed under seal or  
6 in camera without prior approval by the Court. Where approval is  
7 required, a written application and a proposed order shall be  
8 presented to the judge along with the document submitted for filing  
9 under seal. The proposed order shall address both the sealing of the  
10 application and order itself, if appropriate. The original and judge's  
11 copy of the document shall be sealed in separate envelopes with a  
12 copy of the title page attached to the front of each envelope.  
13 Conformed copies need not be placed in sealed envelopes. Where  
14 under-seal or in-camera filings are authorized by statute or rule, the  
15 authority therefor shall appear on the title page of the proposed  
16 filing. Applications and proposed orders to seal or file in camera,  
17 along with the material to be sealed or submitted in camera, shall  
18 not be electronically filed but shall be presented to the Clerk for  
19 filing in paper format, in the manner prescribed by Local Rule 79-5.  
20 Unless the filer is exempted from electronic filing pursuant to L.R.  
21 5-4.2(a), a Notice of Manual Filing shall first be electronically filed  
22 identifying the materials being manually filed. A copy of the Notice  
23 of Manual Filing, together with its NEF (see L.R. 5-3.2.1), shall be  
24 presented with the documents presented for filing.

25 Nothing in this Stipulation affects the admissibility of any documents, testimony or  
26 other evidence at trial or restricts the use of any information at trial.

27 6. Things to Be Returned. Within ninety (90) days after the final  
28 disposition of this action (i.e., settlement or final judgment and exhaustion of all



appeals), all Confidential Materials produced by a party (including, without limitation, any copies, extracts or summaries thereof) shall be delivered to counsel for the designating party or, at the option of counsel for the receiving party, shall be destroyed, and each counsel shall, by declaration delivered to all adverse counsel, affirm that all such Confidential Materials (including, without limitation, any copies, extracts or summaries thereof) have been returned or destroyed; provided, however, that each counsel shall be entitled to retain pleadings, memoranda, declarations or affidavits, and/or deposition transcripts and videotapes which attach, contain or refer to any Confidential Materials (including, without limitation, any copies, extracts or summaries thereof), but only to the extent necessary to preserve a litigation file with respect to this action.

7. Copies. All copies of any Confidential Material shall also constitute, and be treated as, Confidential Material as provided in this Order. Any person or entity making, or causing to be made, copies of any Confidential Material, shall make certain that each copy bears the appropriate legend pursuant to the requirements of this Order.

8. Extracts and Summaries. Any extracts or summaries of any Confidential Material shall also constitute, and be treated as, Confidential Material as provided in this Order, even if the extracts or summaries are not marked with a confidential designation.

9. Inadvertent Failure to Designate. An inadvertent failure to designate information and/or documents as “Confidential” in accordance with this Order at the time of production may be remedied by supplemental written notice. If such notice is given, the identified materials shall thereafter be fully subject to this Order as if they had been initially designated as “Confidential,” provided that there shall be no sanction for any use or disclosure of such information and/or documents prior to designation. The party to whom production was made shall comply with paragraph 2, above, with respect to anyone to whom information that is later designated as



1 “Confidential” has been disclosed (i.e., provide a copy of this Order and have each  
2 person execute a declaration in the form of Attachment A, stating that the person has  
3 read and understands this Order and agrees to be bound by its terms).

4 10. Inadvertent Production of Privileged Information or Documents. The  
5 inadvertent production or disclosure of any Confidential Material shall not by itself  
6 constitute a waiver or impairment of any claim of privilege or any protection under  
7 this Order. All parties, however, reserve all rights to challenge the privileged or  
8 protected status of such inadvertent production or disclosure. Upon learning that  
9 information protected from discovery by the attorney-client privilege or the work  
10 product doctrine has been inadvertently produced or disclosed, the party to whom the  
11 production was made shall make good faith and reasonable efforts to reclaim any such  
12 document and copies thereof that may have been provided to any third party and/or to  
13 prevent further disclosures or dissemination of such information, and shall return to  
14 the producing party all such inadvertently produced material.

15 11. No Wavier. No action taken in accordance with the Protective Order  
16 shall be construed as a waiver of any claim or defense in the action or of any position  
17 as to discoverability or admissibility of evidence. Nor shall the designation, or lack of  
18 designation of a particular document constitute evidence that the document is, or is not  
19 in fact Confidential or Proprietary.

20 12. Violation of Order. In the event any party, person or entity violates or  
21 threatens to violate any terms of this Order, the parties agree that the designating party  
22 may immediately apply to obtain injunctive or other provisional relief against said  
23 party, person or entity violating or threatening to violate any of the terms of this  
24 Order. Such injunctive or other provisional relief is in addition to all other remedies  
25 available to the designating party. In the event the designating party seeks such relief,  
26 the party, person or entity subject to the provisions of this Order, and against whom  
27 such relief is sought, shall not employ as a defense thereto the claim that the  
28 designating party possesses an adequate remedy at law. The parties and any other

1 person or entity subject to the terms of this Order agree that this Court shall retain  
2 jurisdiction over them for the purpose of enforcing this Order.

3 13. Subpoena of Confidential Documents. If at any time any Confidential  
4 Material protected by this Order is subpoenaed, or otherwise requested by any other  
5 person or entity purporting to have authority to require the production of any such  
6 document or information, from the non-designating party, the non-designating party  
7 shall give prompt written notice thereof to the designating party before making any  
8 disclosures or productions.

9 14. Continuation of Protection After Disposition. The termination of the  
10 proceeding shall not relieve the parties from the obligation of maintaining the  
11 confidentiality of all Confidential Material produced and designated pursuant to this  
12 Order, unless the Court orders or the parties agree otherwise.

13 15. Miscellaneous.

14 A. Term. This Order shall remain in effect until further order of  
15 Court.

16 B. Modification. This Stipulation is entered into without prejudice to  
17 the right of any party to apply to the Court at any time for additional protection, or to  
18 relax or rescind the restrictions of this Stipulation. Further, the parties may amend or  
19 modify any provision of this Stipulation by mutual agreement.

20 C. Counterparts. This Stipulation may be executed in multiple  
21 counterpart copies, and by facsimile, each of which shall be deemed an original, and  
22 all, when taken together, shall constitute the Stipulation.

23 STIPULATED AND AGREED TO:

24 Dated: May 26, 2015

KATTEN MUCHIN ROSENMAN LLP  
David Halberstadter  
Gloria Franke Shaw

27 By: \_\_\_\_\_/s/

Gloria Franke Shaw  
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1  
2 Dated: May 26, 2015

KULIK GOTTESMAN & SIEGEL LLP  
Glen L. Kulik  
Patricia Brum

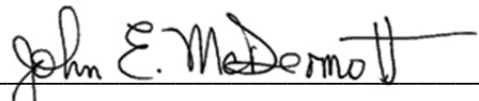
3  
4 By: \_\_\_\_\_/s/

5 Glen L. Kulik  
6 Attorneys for Plaintiffs  
STEVEN FRIEDMAN and FSZ MEDIA, LLC  
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**ORDER RE STIPULATION**

Pursuant to stipulation and good cause appearing therefore, IT IS HEREBY ORDERED that all discovery in this matter shall be subject to the within Stipulation regarding the treatment of Confidential Material.

Dated: May 27, 2015

  
The Honorable John E. McDermott  
UNITED STATES MAGISTRATE JUDGE

**ATTACHMENT A****DECLARATION**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty  
 of perjury that I have read in its entirety and understand the Stipulation and Order re:  
 Protection of Confidential Material that was issued by the United States District Court  
 for the Central District of California in the case of entitled Friedman v. DIRECTV,  
 Case No. 15-CV-00844 JEM. I agree to comply with and to be bound by all the terms  
 of this Stipulation and Order re: Protection of Confidential Material and I understand  
 and acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
 any manner any information or item that is subject to this Stipulation and Order re:  
 Protection of Confidential Material to any person or entity except in strict compliance  
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulation and Order re: Protection of Confidential Material, even if such  
 enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name],  
 of \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action or  
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_